

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION Amendment A002		3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U. S. Department Department of Energy Oak Ridge Operations Office Contracts & Property Division P. O. Box 2001, ATTN: Angela Carroll Oak Ridge, TN 37831-8756			7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO. DE-RP05-01OR22717
			X	
				9B. DATED (SEE ITEM 11) October 31, 2000
				10A. MODIFICATION OF CONTRACT/ORDER
CODE 1 FACILITY CODE				10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION

X The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended. XX is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority) deobligation of funds

E. IMPORTANT: Contractor G is not, G is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Please see pages 2 through 23, Revision Numbers 1 through 31.

Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED February 6, 2001

Revision No. 1

Clause B.4 Incentive Fee - Construction

The purpose of this revision is to clarify that the 25% fee retainage is applicable to 10% of DUF_6 to be processed at each site, Portsmouth and Paducah, calculated separately.

Delete the last sentence of paragraph B.4(g) and substitute the following therefore:

“The fee retained (25%) for construction of the Portsmouth facility shall be paid to the Contractor upon successful conversion at the Portsmouth facility of (10% of the quantity of DUF_6 proposed by the Offeror to be converted at Portsmouth) kg of DUF_6 . The fee retained (25%) for construction of the Paducah facility shall be paid to the Contractor upon successful conversion at the Paducah facility of (10% of the quantity of DUF_6 proposed by the Offeror to be converted at Paducah) kg of DUF_6 .”

Revision No. 2

Section C, Statement of Work

The purpose of this revision is to clarify requirements for cylinder surveillance and maintenance.

Delete Paragraph VI.C.2. of the Section C, Statement of Work, in its entirety and substitute the following therefore:

- “2. Once cylinder S&M activities have been transitioned, the Contractor shall perform all activities necessary to manage the DOE UF_6 cylinder inventory, including required cylinder inspections, maintenance of the existing UF_6 cylinder yards, design and construction of new cylinder storage yards, if required, and disposition of empty and heel cylinders. In addition, the Contractor shall be required to (1.) take receipt of newly generated USEC DUF_6 cylinders as described in the Memorandum of Agreement (MOA) between DOE and USEC dated June 30, 1998 (Reference F), and (2.) also to transfer in or out any other cylinders, estimated not to exceed 200 per annum. At the direction of DOE, the Contractor shall manage LEU or natural assay cylinders (e.g. transfer to other programs).”

Revision No. 3

Section C, Statement of Work, Part XII. References

The purpose of this revision is to change the ETTP map previously shown to one which identifies the location of the 306-6 vault and to include this location in the Cylinder Yard index on the map.

Refer to Section C, Paragraph XII. B. and delete the East Tennessee Technology Park Site Map in its entirety and substitute the following therefore:

“B. East Tennessee Technology Park-Site Map No. [CJE 01-5.](#)”

Revision No. 4

Clause H.12 Work Force Transition and Human Resources Management

The purpose of this revision is to make paragraph (a) applicable to major subcontractors.

Delete paragraph (a) of H.12 in its entirety and substitute the following therefore:

“(a) The Contractor and its proposed major subcontractors (i.e. team members), shall adhere to the following requirements in its human-resources actions, and fully cooperate with other contractors and subcontractors of the Department of Energy, and with the United States Enrichment Corp. (USEC), as necessary, in order to meet the following objectives: (1) achieve an orderly transition; (2) be fair to incumbent employees while maintaining a productive and flexible work force; (3) minimize the cost of the transition and its impacts on other DOE programs; and (4) promote those practices which will result in stable collective bargaining relationships.”

Revision No. 5

Clause H. 12 Work Force Transition and Human Resources Management

The purpose of this revision is to add facility and plant maintenance to the list of non-construction activities which will receive a hiring preference.

Delete the first paragraph of (c) of Clause H. 12 in its entirety and substitute the following therefore:

“(c) Hiring Preference. Employees who separated or are threatened with separating from BJC, its first or second tier subcontractor, or USEC will receive a hiring preference for non-managerial positions in non-construction activities listed in the Statement of Work (depleted uranium hexafluoride conversion plant operations, conversion plant product and product storage, cleaning and disposition of empty and heel cylinders, shipping of product and disposed materials, and facility and plant maintenance) for this contract consistent with the Contracting Officer approved staffing plan, in accordance with the following priorities:”

Revision No. 6

Clause H. 12 Work Force Transition and Human Resources Management

The purpose of this revision is to add clarifying words to the maximum cost of training as specified in paragraph (e).

Delete the last two sentences in their entirety of paragraph (e) of Clause H.12 and substitute the following therefore:

“These one-time training programs will not exceed six months in duration and \$5,000 per person in cost, in addition to wages and benefits, and will be completed no sooner than sixty days, and no later than ten days, prior to the commencement of the activities listed above. The Contractor will offer this training opportunity to employees in the same sequence as set out in paragraph (c)(1)-(3), above.”

Revision No. 7

Clause H. 32 Sale of Conversion Product or By Product

The purpose of this revision is to add a new clause to Section H.

Add the following at the end of Section H:

“H.32 The Contractor shall be responsible for the sale of any conversion product or by product as a sales agent for the Government. Title to any product shall remain with the Government until the product is sold. The Contractor may, upon such terms and conditions as the Contracting Officer may approve, sell such property at a price agreed upon by the Contracting Officer and the Contractor as the fair value thereof. The amount, if any, received by the Contractor as the result of any sale shall be applied in reduction of costs allowable under this contract or shall be otherwise credited to the account of the Government, as the Contracting Officer may direct.”

Revision No. 8

Clause I. 25 52.219-9 Small Business Subcontracting Plan

The purpose of this revision is to update Clause 52.219-9 to the most recent version.

Delete Clause I.25 52.219-9 Small Business Subcontracting Plan (OCT 1999) Alternate II (JAN 1999) in its entirety and substitute therefore the following:

“I. 25 52.219-9 Small Business Subcontracting Plan. (OCT 2000) Alternate II (OCT 2000)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the Offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the Offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned

small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(d) The Offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and Offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
- (vi) Total dollars planned to be subcontracted to women-owned small business concerns.

- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) HUBZone small business concerns;
 - (iv) Small disadvantaged business concerns; and
 - (v) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) HUBZone small business concerns;
 - (iv) Small disadvantaged business concerns; and
 - (v) Women-owned small business concerns.

- (7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the Offeror will--
 - (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (D) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (E) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (F) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact--
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through--
 - (A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

- (vi) On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

- (1) Assist small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

- (1) The master plan has been approved;
- (2) The Offeror ensures that the master plan is updated as necessary and provides

copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

- (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the Offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with--
 - (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
 - (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)”

Revision No. 9.

Clause I.64 52.227-1 Authorization and Consent (JUL 1995)

The paragraph (b) is correct as printed; however, a “(c)” is incorrectly placed in the margin to the left of the paragraph. Delete the paragraph (b) as printed in its entirety and substitute the following therefore:

“(b) Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.”

Revision No. 10

Delete Clause I. 108 52.248-2 Value Engineering–Architect-Engineer (MAR 1990) in its entirety.

Revision No. 11

Delete Clause I.109 52.248-3 Value Engineering-Construction (FEB 2000) in its entirety.

Revision No. 12

Clause I. 111 52.249-14 Excusable Delays (APRIL 1984)

Delete the first paragraph in its entirety which is the prescription for use of this clause.

Revision No. 13

Clause I.118 952-209-72 Organizational Conflicts of Interest (JUNE 1997)

The purpose of this revision is to specify a one-year period for which the contractor will be

ineligible to participate in contracts which stem directly from work under this contract.

Delete paragraph (b) (1)(i) in its entirety and substitute the following therefore:

“(i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the contractor’s performance of work under this contract for a period of one year after the completion of this contract. Furthermore, unless so directed in writing by the contracting officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for advisory and assistance services.”

Revision No. 14

The purpose of this revision is to update Clause DEAR 970.5204-52, Foreign Travel.

Delete Clause I. 129 952.247-70 FOREIGN TRAVEL (FEB 1997) in its entirety and substitute the following therefore:

“I. 129 952.247-70, FOREIGN TRAVEL (MARCH 2000)

Contractor foreign travel shall be conducted pursuant to the requirements contained in DOE Order 551.1A, Official Foreign Travel, or any subsequent version of this order in effect at the time of award.”

Revision No. 15

Clause I.131 952.251-70 Contractor Employee Travel Discounts (JUN 1995)

The purpose of this revision is to correct a mistake where Federal Travel Regulations were incorrectly shown as Federal Property Regulations.

In paragraph (a) Contracted airlines, delete the first two sentences and substitute the following:

“Airlines participating in travel discounts are listed in the Federal Travel Directory (FTD), published monthly by the General Services Administration (GSA). Regulations governing the use of contracted airlines are contained in the Federal Travel Regulation (FTR), 41 CFR Part 301-15, Travel Management Programs.”

Revision No. 16

Clause I. 138 970.5204-79 Access to and Ownership of Records (JUNE 1997)

The purpose of this revision is to include all the records listed in paragraph (b) of this clause as Contractor-owned records.

In paragraph (b) delete the bracketed sentence as follows:

[The contracting officer shall identify which of the following categories of records will be included in the clause.]

Revision No. 17

J.1 List of Attachments, Attachment [N] List of Applicable DOE Directives, List B

The purpose of this revision is to add the following items to the DOE Directives list:

DOE Order 551.1A, Official Foreign Travel, 1-31-2000

CRD DOE O 413.3 Program & Project Management for the Acquisition of Capital Assets -
Attachment 1 Contractor Requirements Document, 10-13-2000

Revision No. 18

Section J, Attachment O, Performance Guarantee Agreement

The purpose of this revision is to add a paragraph and signature blocks which were inadvertently omitted.

Add the following paragraph at the end of the Agreement:

“In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on_____.

NAME OF CORPORATION
NAME AND POSITION OF OFFICIAL
EXECUTING PERFORMANCE
GUARANTEE AGREEMENT ON BEHALF OF GUARANTOR

ATTESTATION INCLUDING APPLICATION OF
SEAL BY AN OFFICIAL OF
GUARANTOR AUTHORIZED TO AFFIX
CORPORATE SEAL”

Revision No. 19

Clause L. 23 Proposal Preparation Instructions–Volume II, Technical and Business Management Proposal

The purpose of this revision is to (1) exclude NEPA data from the page count, (2) to allow a choice of fonts for use by Offerors on their proposals rather than impose a specification for “characters per inch” and (3) to clarify font size requirements for illustrations and tables.

Delete paragraph (a)(2)(i) in its entirety and substitute the following therefore:

- “(i) The Technical Proposal shall not exceed 300 pages (excluding the L.3 Attachment NEPA data.) For interpretation of page guidelines, the front and back of a single sheet are counted as two pages. Except for illustrations, the proposed text shall be typed and printed, unreduced, on size 8 1/2-inch by 11-inch paper with minimum left and right margins of 1/2-inch. Illustrations and tables shall be legible and no larger than 11-inch by 17-inch foldouts, as appropriate for the subject matter. Each 11-inch by 17-inch fold-out is considered two pages when determining the number of pages. The front and back of an 11-inch by 17-inch page is considered to be four pages when determining the number of pages if information is provided on both the front and back sides. Except for illustrations and tables which shall be legible, the Offeror shall use Times New Roman 12 font, Arial 11 font, or a larger type size of these two fonts. Pages shall be sequentially numbered with the page number on each page. The page guidelines constitute a limitation on the total amount of material that may be submitted for evaluation. No material may be incorporated in any proposal by reference, attachment (except those specifically allowed, i.e. Attachment L3 NEPA data), or appendix, as a means to circumvent the page limitation. Video tapes, audio tapes, and floppy discs will not be reviewed.”

Revision No. 20

Clause L.23 Proposal Preparation Instruction – Volume II, Technical and Business Management Proposal

The purpose of this revision is to state that the assumed funding per year is escalated at 2% annually.

Delete Paragraph (c)(1)(iv) of Clause L.23 Proposal Preparation Instructions–Volume II, Technical and Business Management Proposal, in its entirety and substitute the following therefore:

“(iv) Describe the approach for plant operations and the quantity of depleted UF6 to be processed over the life of the plant (not to exceed 25 years and assuming \$100M per year funding in FY 2000 dollars escalated at 2% annually) and on an annual basis during the term of the contract. This should include degree of automation, operating shifts required, and manpower projections.”

Revision No. 21

Clause L.23 Proposal Preparation Instructions – Volume II, Technical and Business Management Proposal

The purpose of this revision is to add new data to Clause L.23 (c)(1).

Add the following paragraph to Clause L.23(c)(1):

“(viii) Describe aspects of design which will facilitate the efficient and economical decontamination, decommissioning, and demolition of conversion facilities at the end of their useful life.”

Revision No. 22

Clause L.23 Proposal Preparation Instructions – Volume II, Technical and Business Management Proposal

The purpose of this revision is to add a paragraph to Section (c)(1) of Clause L.23.

Add the following paragraph at the end of L.23 (c)(1):

“(ix) Describe aspects of the proposed design, construction, operations and conversion process that minimize the overall life cycle cost of the project.”

Revision No. 23

Clause L. 23 Proposal Preparation Instructions - Volume II, Technical and Business Management Proposal

The purpose of this revision is to add a paragraph to Section (c)(2) of Clause L.23.

Add the following paragraph at the end of L.23 (c)(2):

“(vii) Describe aspects of the proposed waste and conversion product disposition that minimize the overall life cycle cost of the project.”

Revision No. 24

Clause L.23 (d)

The purpose of this revision is to add data on risk assessment as a requirement under (d) Project Management.

Add a new paragraph to Clause L.23(d)(2) as follows:

“(vii) its risk management: (1) approach used in the identification, assessment, mitigation, planning, tracking, and execution of risk mitigation, and (2) analysis used in preparing the proposal. This analysis, at a minimum, will include the assessment of risks in the technical, ES&H, schedule, and cost areas. The analysis will show the risk element, description, pre-mitigation risk (scored), action planned to reduce risk, and the post-mitigation risk (scored).”

Revision No. 25

Clause L.22 Proposal Preparation Instruction – Volume I, Offer and Other Documents and Clause L.23 Proposal Preparation Instructions – Volume II, Technical and Business Management Proposal

The purpose of this revision is to move the requirement for submittal of NEPA Support Data from Volume I to Volume II.

Delete Paragraph (e)(8) NEPA Support Data of Clause L.22 in its entirety.

Add the following paragraph as number (f) (3) to Clause L.23:

“(3) NEPA Support Data

The Offeror shall include in its proposal a stand-alone document for DOE’s use in preparing appropriate preliminary NEPA documentation in accordance with 10 CFR 1021.216. This document, in the format shown in Attachment L3 of this Section L, shall include only information associated with the development of NEPA documentation, such as environmental critique and synopsis. Information on emission releases should be in

terms of minimum, maximum, and average values rather than qualitative statements such as “insignificant or minimal,” which are subject to interpretation. This data should be at a level of detail commensurate with the level of technical development of the Offeror’s technology/design proposed. Duplicative information may at the discretion of the Offeror appear in both the stand-alone NEPA Support Data document and in other parts of the Volume II proposal; however, information contained in the NEPA Support Data document shall be the more comprehensive of the two.”

Revision No. 26

Clause L. 24 Proposal Preparation Instructions - Volume III, Cost Proposal

The purpose of this revision is to add data to Clause L.24 requiring a post contract period life-cycle cost estimate and to add a table for the estimate as Attachment L7 to Section L.

Add the following paragraphs to the end of Clause L.24:

“(j) Post Contract Life-Cycle Cost Estimate

- (1) The Offeror shall provide the post contract life-cycle period cost estimate and net present value by completing and submitting the table entitled “Post Contract Life Cycle Cost” found at Section L, Attachment L7. The life-cycle cost estimate shall be provided by the following categories: product conversion, conversion product/waste disposition, and cylinder management. These categories differ from the format required for the contract period cost proposal and are defined in Attachment L7. The Offeror shall provide a summary Attachment L7 table for the post contract period life-cycle cost at all sites and an Attachment L7 table for each individual site. The Offeror shall describe its post contract life-cycle cost estimating methodology including major assumptions used and an explanation for how costs change from contract completion through the end of the life cycle period. The post contract life-cycle estimate shall not include an amount for estimated fee. The Offeror shall also provide the quantity of DUF₆ to be processed at each site during each fiscal year and the number of cylinders requiring surveillance and maintenance remaining at the beginning of each fiscal year.
- (2) The post contract life-cycle period is the period beginning at contract completion through product/waste disposition (to exclude decontamination and decommissioning) and the cost estimate shall include all costs to completely convert and disposition DOE’s inventory of DUF₆. The post contract life-cycle cost estimate shall reflect the Offeror’s technical

approach and schedule in the Technical and Business Management Proposal.

- (3) For purposes of estimating future escalation during the post contract life-cycle period the Offeror shall assume a rate of 4.1%, beginning with the first year following contract completion. For computing net present value the Offeror shall assume a discount rate of 6.2%. The net present value of the post contract period cost estimate shall be computed as of the beginning of the post contract period and assuming that each fiscal year's cost is incurred at the beginning of the year.
- (4) The Offeror shall assume that the amount of funds that will be available each fiscal year of the post contact life cycle period is \$100 million in Fiscal Year 2000 dollars escalated 2% annually.”

Add the following page as Attachment L-7 at the end of Section L.

Post Contract Life-Cycle Cost

	FYxx (first FY in Life Cycle Period)	FYxy (second FY in Life Cycle Period)	(Provide separate column for each additional FY in Life Cycle Period)	Total Life Cycle Cost
Product Conversion:*				
Equipment Repair/Replacement Cost	\$	\$	\$	\$
Other Cost	\$	\$	\$	\$
Total Product Conversion	\$	\$	\$	\$
Conversion Product/Waste Disposition:*				
Transportation Cost	\$	\$	\$	\$
Disposal Cost	\$	\$	\$	\$
Other Cost	\$	\$	\$	\$
Revenue	(\$)	(\$)	(\$)	(\$)
Total Conversion Product/Waste Disposition	\$	\$	\$	\$
Cylinder Management:* Total Cost	\$	\$	\$	\$
Total Life Cycle Cost	\$	\$	\$	\$
Net Present Value	\$	\$	\$	\$

*Product conversion shall include the estimated cost for the feed/conversion and applicable project management and contingency sub-activities referenced in Section L.24(g)(i). Conversion Product/Waste Disposition cost shall include the estimated cost for the waste packaging, transportation, disposal, sampling/characterization, and applicable project management and contingency sub-activities referenced in Section L.24(g)(i). Conversion Product/Waste Disposition revenue shall include the estimated revenue from sale of product or byproduct referenced in Section L.24(g)(4)(i). Cylinder Management cost shall include the activities referenced in Section L.24(g)(5)&(6).

Revision No. 27

Clause M.2 Evaluation Criteria

The purpose of this revision is to add “system operability,” “minimization of life cycle cost,” and “design which facilitates efficient and economical decontamination, decommissioning, and demolition” to the Criterion 1, Technology/Design.

Delete the two Paragraphs in (a)(1) of Clause M.2 in their entirety and substitute the following therefore:

“(1) Criterion 1: Technology/Design

- (i) DUF₆ Conversion - the Offeror’s DUF₆ conversion technology and design concept, from retrieval of DUF₆ cylinders through packaging of final end product(s)/waste(s), will be evaluated on its ability to accomplish DUF₆ conversion, and whether it represents a mature, efficient, safe, integrated technical approach. Such areas as simplicity of design; constructability; system operability, reliability, and maintainability; management of trace contaminants; minimization of life cycle cost; and design which facilitates efficient and economical decontamination, decommissioning, and demolition will be evaluated. Consideration will be given to the extent that viable end product use/reuse is proposed by the Offeror. Offerors will also be evaluated on the effectiveness and thoroughness of their proposed technical approach to transportation of ETTP cylinders to Portsmouth and compliance with regulations and the Tennessee Department of Environment and Conservation Consent Order.
- (ii) Waste and Conversion Product Disposition - The Offeror’s approach to waste and conversion product disposition and waste minimization will be evaluated to determine whether it represents a sound, workable, safe, and efficient approach which minimizes life cycle cost.”

Revision No. 28

Clause M.2 (a)(4) Criterion 4: Environment, Safety, and Health

The purpose of this revision is to add NEPA data to this criterion.

Delete Paragraph M.2(a)(4) in its entirety and substitute the following therefore:

“(4.) Criterion 4: Environment, Safety, and Health

The proposal will be evaluated on the degree to which the Offeror's approach to planning and executing work complies with laws, regulations, and contract requirements and fully integrates safety to ensure adequate protection for employees, the public, and the environment, including effective strategies for tailoring of standards and strong accountability provisions which establish processes for assuring ownership, sufficient authority, and incentives for achievement by accountable parties at all levels. The environmental acceptability of the Offeror's conversion technology and design concept, from retrieval of DUF₆ cylinders through packaging and disposition of final end products/wastes, will also be evaluated."

Revision No. 29

Clause M.2(b) Cost Evaluation Criteria

The purpose of this revision is to clarify the evaluation of Life Cycle Cost

Delete paragraph M.2(b) Cost Evaluation Criteria in its entirety and substitute the following therefore:

"(b) Cost Evaluation Criteria

- (1) The cost proposal for the contract period and the cost estimate for the post contract life-cycle period will be evaluated for cost reasonableness and realism. Based on its review, DOE will determine a most probable cost to the Government evaluating the Offeror's cost proposal for the contract period proposed in Section L.24(g). The Government will also evaluate the most probable net present value cost of the post contract life-cycle period proposed in Section L.24(j). Neither the total most probable cost of the contract period nor the most probable net present value of the post contract life-cycle cost will be point scored but will be used for purposes of the best value determination in M.4, Basis For Award.
- (2) In addition, the cost proposal for the contract period and the cost estimate for the post contract life-cycle period will be compared to the technical and business management proposal for consistency and understanding of the Statement of Work. Although the contract period only extends through the first five years of conversion operations, the Government is not seeking offers that minimize contract costs by raising total life-cycle project costs and Offerors proposals will be evaluated accordingly."

Revision No. 30

Clause M. 3 Overall Relative Importance of Evaluation Criteria

The purpose of this revision is to clarify the evaluation of the Life Cycle Cost.

Delete paragraph M.3(b) in its entirety and substitute the following therefore:

“(b) The technical and business management proposal is significantly more important than the evaluated most probable contract cost and fee and the evaluated most probable net present value life-cycle cost estimate. However, the contract cost and fee and the life-cycle cost estimate are a substantial element of the evaluation, with the contract cost and fee being more important than the life cycle cost.”

Revision No. 31

Clause M. 4 Basis for Award

The purpose of this revision is to clarify the evaluation of the Life Cycle Cost.

Delete paragraph M 4 in its entirety and substitute the following therefore:

“M.4 Basis For Award

The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal is responsive to the solicitation and is determined to be the best value to the Government. Selection of the best value will be achieved through a process of evaluating strengths and weaknesses of each Offeror’s proposal in accordance with the evaluation criteria stated in the solicitation. The Government is more concerned with obtaining superior technical and business management performance than making an award at the lowest evaluated most probable cost and fee or to the proposal with the lowest evaluated post contract life cycle cost estimate. However the Government will not make an award at a cost and fee premium it considers disproportionate to the benefits associated with the evaluated superiority of one technical and business management proposal over another. Thus the Government will assess whether the strengths and weaknesses between or among competing technical and business management proposals indicates a superiority from the standpoint of (1) what the difference might mean in terms of anticipated performance; and (2) what the evaluated most probable contract cost and fee and evaluated most probable net present value post contract life-cycle cost estimate to the Government would be to take advantage of the difference.”